

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> Offeror To Complete Block 12, 17, 23, 24, & 30				1. Requisition Number SEE SCHEDULE		Page 1 Of 16		
2. Contract No. W56HZV-06-P-0237		3. Award/Effective Date 2005DEC14		4. Order Number		5. Solicitation Number		
7. For Solicitation Information Call:		A. Name ROSHAWN BUSTER			B. Telephone Number (No Collect Calls) (586) 574-7179		6. Solicitation Issue Date	
9. Issued By  TACOM WARREN AMSTA-AQ-AHED WARREN, MICHIGAN 48397-5000  HTTP://CONTRACTING.TACOM.ARMY.MIL  e-mail: BUSTERR@TACOM.ARMY.MIL		Code W56HZV		10. This Acquisition Is <input checked="" type="checkbox"/> Unrestricted <input type="checkbox"/> Set Aside: % For  <input type="checkbox"/> Small Business <input type="checkbox"/> Hubzone Small Business <input type="checkbox"/> 8(A) NAICS: 423110 Size Standard:		11. Delivery For FOB Destination Unless Block Is Marked <input checked="" type="checkbox"/> See Schedule		
						12. Discount Terms 1/2% 15 NET 30		
15. Deliver To SEE SCHEDULE		Code		16. Administered By DCMA LOS ANGELES 16111 PLUMMER ST, BLDG 10, 2ND FLR SEPULVEDA CA 91343				
Telephone No.				Code S0512A				
17. Contractor/Offeror FEDERAL DEFENSE INDUSTRIES, INC. 680 FLINN AVENUE SUITE 34 MOORPARK, CA 93021-2076		Code 1PJ28 Facility		18a. Payment Will Be Made By DFAS - COLUMBUS CENTER DFAS-CO/WEST ENTITLEMENT OPERATIONS P.O. BOX 182381 COLUMBUS, OH 43218-2381				
Telephone No. (805) 530-3800				Code HQ0339				
<input type="checkbox"/> 17b. Check If Remittance Is Different And Put Such Address In Offer		18b. Submit Invoices To Address Shown In Block 18a Unless Block Below Is Checked <input type="checkbox"/> See Addendum						
19. Item No.		20. Schedule Of Supplies/Services			21. Quantity		22. Unit	
		SEE SCHEDULE						
							23. Unit Price	
							24. Amount	
							FMS REQUIREMENT	
		(Use Reverse and/or Attach Additional Sheets As Necessary)						
25. Accounting And Appropriation Data SEE ADDENDUM						26. Total Award Amount (For Govt. Use Only) \$86,760.00		
<input type="checkbox"/> 27a. Solicitation Incorporates By Reference FAR 52.212-1, 52.212-4, FAR 52.212-3 And 52.212-5 Are Attached. Addenda <input type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.								
<input checked="" type="checkbox"/> 27b. Contract/Purchase Order Incorporates By Reference FAR 52.212-4. FAR 52.212-5 Is Attached. Addenda <input checked="" type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.								
<input type="checkbox"/> 28. Contractor Is Required To Sign This Document And Return _____ Copies to Issuing Office. Contractor Agrees To Furnish And Deliver All Items Set Forth Or Otherwise Identified Above And On Any Additional Sheets Subject To The Terms And Conditions Specified Herein.					<input checked="" type="checkbox"/> 29. Award Of Contract: Ref. W56HZV06R0053 Offer Dated _____. Your Offer On Solicitation (Block 5), Including Any Additions Or Changes Which Are Set Forth Herein, Is Accepted As To Items: SEE SCHEDULE			
30a. Signature Of Offeror/Contractor					31a. United States Of America (Signature Of Contracting Officer)			
30b. Name And Title Of Signer (Type Or Print)		30c. Date Signed		31b. Name Of Contracting Officer (Type Or Print) JANE ELLIOTT /SIGNED/ ELLIOTTJ@TACOM.ARMY.MIL (586) 574-7098		31c. Date Signed		

19. Item No.	20. Schedule Of Supplies/Services	21. Quantity	22. Unit	23. Unit Price	24. Amount

32a. Quantity In Column 21 Has Been

☐ Received ☐ Inspected ☐ Accepted, And Conforms To The Contract, Except As Noted: \_\_\_\_\_

32b. Signature Of Authorized Government Representative		32c. Date	32d. Printed Name and Title of Authorized Government Representative		
32e. Mailing Address of Authorized Government Representative			32f. Telephone Number of Authorized Government Representative		
			32g. E-Mail of Authorized Government Representative		
33. Ship Number		34. Voucher Number	35. Amount Verified Correct For	36. Payment	37. Check Number
<input type="checkbox"/> Partial	<input type="checkbox"/> Final			<input type="checkbox"/> Complete <input type="checkbox"/> Partial <input type="checkbox"/> Final	
38. S/R Account Number	39. S/R Voucher Number	40. Paid By			
41a. I Certify This Account Is Correct And Proper For Payment			42a. Received By (Print)		
41b. Signature And Title Of Certifying Officer			41c. Date	42b. Received At (Location)	
				42c. Date Rec'd (YY/MM/DD)	42d. Total Containers

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<b>Name of Offeror or Contractor:</b> FEDERAL DEFENSE INDUSTRIES, INC.		

SUPPLEMENTAL INFORMATION

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.204-4850 (TACOM)	ACCEPTANCE APPENDIX	FEB/2002

- (a) Contract Number W56HZV06-P0237 is awarded to FEDERAL DEFENSE INDUSTRIES. The Government accepts your proposal dated 7 NOV 05 in response to Solicitation Number: W56HZV-06-R-0053, signed by PHILIP OCHOA, (PRESIDENT) of your company.
- (b) The contractor, in its proposal, provided the following data for the listed clauses in this contract:

Section I, 52.246-4028, INSPECTION POINT:

FEDERAL DEFENSE IND.  
680 FLINN AVE. STE. 34  
MOORPARK, CA 93021

[End of Clause]

THE INFORMATION LISTED BELOW APPLIES TO ALL REQUISITIONS ON THIS ORDER.

0000-00-000-0000 is not a valid NSN. NSN's are not applicable for these requirements. Requirement is for Part Numbers specified.

PACKAGING AND MARKING

BEST COMMERCIAL EXPORT PACKAGING

MARKING OF EXTERIOR PACK TO BE IN ACCORDANCE WITH MIL-STD-129P DATED 97 MAY 15. IN ADDITION TO THE MARKING REQUIREMENTS OF MIL-STD-129P THE OUTER PACKAGE SHALL BE MARKED WITH THE 14 DIGIT MILSTRIP AND THE PART NUMBERS. BAR CODING NOT REQUIRED.

INSPECTION AND ACCEPTANCE

EARLY SHIPMENT IS ACCEPTABLE AT NO ADDITIONAL COST TO THE GOVERNMENT.

PLEASE VERIFY "MARK FOR" ADDRESS WITH DCMA.

ITEMS MUST BE INSPECTED BY A U.S. GOVERNMENT QUALITY ASSURANCE REPRESENTATIVE PRIOR TO SHIPMENT. INSPECTION, ACCEPTANCE AND DD250 PROVISIONS ARE INCLUDED IN THIS ORDER.

THE BEST SOURCE FOR HELP IN GOVERNMENT CONTRACTS IS YOUR AREA'S SMALL BUSINESS OFFICER AND/OR YOUR AREA DCMA. IF YOU STILL NEED ASSISTANCE CONTACT TACOM BUYER IN BLK #6.

PLEASE MAIL ADDITIONAL COPY OF DD 250 TO:

US ARMY TANK-AUTOMOTIVE AND ARMAMENTS COMMAND  
ACQUISITION CENTER, ATTN: AMSTA-AQ-AHED/SNAP  
WARREN, MI 48397-5000

PLEASE FAX ADDITIONAL COPY OF THE DD250 TO: (586) 574-8047

CONTRACTOR MUST CONTACT DCMC PRIOR TO SHIPMENT TO VERIFY SHIP TO ADDRESS.

DCMA STANDS FOR DEFENSE CONTRACT MANAGEMENT AGENCY.

YOU MAY OBTAIN THE TELEPHONE NUMBER BY CONTACTING INFORMATION FOR THE COGNIZANT ADMINISTRATION OFFICE IN BLOCK 7 OF YOUR CONTRACT. YOU SHOULD THEN REQUEST THE PHONE NUMBER FOR THE ADMINISTRATIVE CONTRACT OFFICER (ACO) ASSIGNED TO YOUR COMPANY. THE ACO WILL ALSO PROVIDE YOU THE NUMBER FOR YOUR TRANSPORTATION OFFICE AND THE GOVERNMENT QUALITY ASSURANCE (QAR) REPRESENTATIVE WHO WILL BE RESPONSIBLE FOR INSPECTION YOUR ORDER.

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\*\*\*\*\*THE TITLES/ CERTIFICATE OF ORIGIN WILL BE MAIL TO:

US ARMY MISSION  
US MILITARY GROUP COLOMBIA  
APO AA 34038-0008

And a copy faxed to 586 574-8047 Attn: Roshawn Buster.

\*\*\* END OF NARRATIVE A 001 \*\*\*

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		PIIN/SIIN W56HZV-06-P-0237			MOD/AMD	
Name of Offeror or Contractor: FEDERAL DEFENSE INDUSTRIES, INC.						
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT	
	SUPPLIES OR SERVICES AND PRICES/COSTS					
0001	NSN: 0000-00-000-0000 FSCM: 310C9 PART NR: WR450F SECURITY CLASS: Unclassified					
0001AA	<u>PRODUCTION QUANTITY</u>  NOUN: YAMAHA WR450F MOTOTCYCLE PRON: J557J918EH PRON AMD: 02 ACRN: AA AMS CD: UXI001 CUSTOMER ORDER NO: J55UXI01EHCO FMS CASE IDENTIFIER: CO-B-UXI  THE MOTORCYCLES WILL BE EQUIPPED WITH THE FOLLOWING"  A. MODEL NO: 2006 WR450F YAMAHA MOTORCYCLES B. PAINT COLOR: NAVY BLUE C. 1 OPERATOR MANUAL OVER PACKED WITH EACH MOTORCYCLE D. 12 SETS OF PARTS AND SERVICE MANUALS (PSM) E. 2 SETS OF PARTS AND SERVICE MANUALS (PSM) ON CD-ROM  (End of narrative C001)  <u>Packaging and Marking</u>  BEST COMMERCIAL EXPORT PACKAGING.  ALL ITEMS PROCURED UNDER THIS SUB-CLIN SHALL BE PACKAGED AND PACKED IN ACCORDANCE WITH STANDARD COMMERCIAL PRACTICE AS DEFINED IN ASTM-D-3951-98 WITH THE 14 DIGIT MILSTRIP AND THE PART NUMBER. BAR CODING NOT REQUIRED.  THIS APPLIES TO ALL CLINS.  (End of narrative D001)  <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin  <u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 BCOB9N52559001 BXXUXI L BCOB00 1	12	EA	\$ 6,985.00000	\$ 83,820.00	

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Name of Offeror or Contractor: FEDERAL DEFENSE INDUSTRIES, INC.						
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT	
	<div>PROJ_CD BRK BLK_PT</div> <div>BCOB00</div> <div>DEL_REL_CD QUANTITY DEL_DATE</div> <div>001 12 31-MAR-2006</div> <div>FOB POINT: Origin</div> <div>SHIP TO: PARCEL POST ADDRESS</div> <div>(BCOB00) ARMY MISSION FMS</div> <div>USMILGP UNIT 5138</div> <div>APO AA 34038-0008</div> <div>MARK FOR: ARMY MISSION FMS</div> <div>USMILGP UNIT 5138</div> <div>APO AA 34038-0008</div> <div>CONTRACT/DELIVERY ORDER NUMBER</div> <div>W56HZV-06-P-0237/0000</div> <div>TRANSPORT COST FOR LOADING BRACING, BLOCKING, HANDLING ETC. TO GET READY FOR TRANSPORT ARE INCLUDED IN THIS PRICE.****</div> <div>THE GOVERNMENT WILL ACTUALLY SHIP.</div> <div>(End of narrative F001)</div>					
0002	<div>NSN: 0000-00-000-0000</div> <div>FSCM: 1PJ28</div> <div>PART NR: SPARES</div> <div>SECURITY CLASS: Unclassified</div>					
0002AA	<div>PRODUCTION QUANTITY</div> <div>NOUN: YAMAHA SPARES</div> <div>PRON: J557J956EH PRON AMD: 01 ACRN: AB</div> <div>AMS CD: UXI003</div> <div>CUSTOMER ORDER NO: J55UXI03EHCO</div> <div>FMS CASE IDENTIFIER: CO-B-UXI</div> <div>Packaging and Marking</div> <div>Inspection and Acceptance</div> <div>INSPECTION: Origin ACCEPTANCE: Origin</div> <div>Deliveries or Performance</div>	1	LO	\$ 2,940.00000	\$ 2,940.00	

Name of Offeror or Contractor: FEDERAL DEFENSE INDUSTRIES, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<div>DOC SUPPL</div> <div><div>REL CD</div><div>MILSTRIP</div><div>ADDR</div><div>SIG CD</div><div>MARK FOR</div><div>TP CD</div></div> <div><div>001</div><div>BCOC9N5304D001</div><div>BXXUXI</div><div>L</div><div>BCOC00</div><div>1</div></div> <div><div>PROJ CD</div><div>BRK BLK PT</div><div>BCOC00</div></div> <div><div>DEL REL CD</div><div>QUANTITY</div><div>DEL DATE</div></div> <div><div>001</div><div>1</div><div>31-MAR-2006</div></div> <div>FOB POINT: Origin</div> <div>SHIP TO: <div>PARCEL POST ADDRESS</div></div> <div>(BCOC00) ARMY MISSION FMS</div> <div>USMILGP UNIT 5138</div> <div>APO AA 34038-0008</div> <div>MARK FOR: ARMY MISSION FMS</div> <div>USMILGP UNIT 5138</div> <div>APO AA 34038-0008</div> <div><div>CONTRACT/DELIVERY ORDER NUMBER</div><div>W56HZV-06-P-0237/0000</div></div>				

CONTRACT ADMINISTRATION DATA

PRON/					JOB			
LINE	AMS CD/	OBLG			ORDER	ACCOUNTING		OBLIGATED
ITEM	MIPR	ACRN	STAT	ACCOUNTING CLASSIFICATION		NUMBER	STATION	AMOUNT
0001AA	J557J918EH UXI001 J55UXI01EHCO	AA	2	9711	X8242CO01X6D1000UXI	001252GCOS20113	5C8JJB W56HZV	\$ 83,820.00
0002AA	J557J956EH UXI003 J55UXI03EHCO	AB	2	9711	X8242CO01X6D1000UXI	003252GCOS20113	5C8JJA W56HZV	\$ 2,940.00
							TOTAL	\$ 86,760.00
SERVICE								
NAME	TOTAL BY ACRN		ACCOUNTING CLASSIFICATION		ACCOUNTING		OBLIGATED	
Army	AA		9711	X8242CO01X6D1000UXI	001252GCOS20113	W56HZV	\$ 83,820.00	
Army	AB		9711	X8242CO01X6D1000UXI	003252GCOS20113	W56HZV	\$ 2,940.00	
							TOTAL	\$ 86,760.00



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CONTRACT CLAUSES

I.1 VEHICLE SPECIFICATIONS

The motorcycles delivered shall include the following:

The 2006 Yamaha WR450F motorcycle will be remove from its crate: assemble all parts, cables, and controls etc., except for the front wheel. The contractor will then box the spare parts for each cycle. The contractor will then crate the assembled motorcycle with the individual spare parts box and make ready for shipment. When the cycle arrives at destination, Country ( the customer) will need to uncrate,install the front wheel add gas and go.

See specs listed under SLIN 0001AA.

2. COMMERCIAL PUBLICATIONS/MANUALS/TRANSLATION

All manuals must be in ENGLISH.  
1 Operator's manual overpacked with each motorcycles  
12 Sets of Parts and Service Manuals (PSM)  
2 Sets of PSM on CD-ROM

3. PROCESSING OF VEHICLES FOR SHIPMENT/STORAGE

3.1 Preservation & Packaging. Motorcycles shall ship with wet charged batteries and minimal amount of fuel. Vehicles will be containterized during shipment. The vehicle shall be preserved, packaged and packed for transportation in a manner sufficient to ensure safe arrival at destination by the contractor. This vehicle is to be shipped in accordance with the best commercial export practice for sea - not authorized for above-deck shipment.

3.2 Inspection. The inspection shall be kind/count and condition to assure all equipment and attachments meet contract requirements and are not damaged.

Any discrepancies shall be corrected prior to final acceptance

4. SHIPMENT DOCUMENTATION/REQUIREMENT

4.1 A DD Form 250 (Material Inspection and Receiving Report) is required for all operator/owner and workshop manuals before shipping. The manuals must be clearly marked, and have the required DD Form 250 attached. The manuals can be listed under CLIN 0001AA. The DD Form 250 shall separately list each manual by name and number. The packaging and outside container for each set of manuals shall be marked as follows:

MANUALS: Contract Number, Contract Line Item Number (CLIN), and the FMS Case Designator:  
CO-B-UXI. Packaging shall be the contractor's best commercial export adequate to assure delivery without any damage or loss. The technical manuals shall be overpacked with the vehicles.

The manuals delivered under a contract shall be identical to the manuals approved to the Government inspector prior to contract award.

The Government shall not accept the vehicles under a contract without the manuals that support the equipment.

5. WARRANTY: 12 months

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\*\*\* END OF NARRATIVE I 001 \*\*\*

2	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	JUN/2004
3	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR/2003
4	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	OCT/2003
5	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
6	52.242-10	F.O.B. ORIGIN--GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE	APR/1984
7	52.246-2	INSPECTION OF SUPPLIES--FIXED PRICE	AUG/1996
8	52.247-1	COMMERCIAL BILL OF LADING NOTATIONS	APR/1984
9	52.247-29	F.O.B. ORIGIN	JUN/1988
10	52.247-59	F.O.B. ORIGIN - CARLOAD AND TRUCKLOAD SHIPMENTS	APR/1984
11	252.211-7005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS	FEB/2003
12	252.225-7013	DUTY-FREE ENTRY	JAN/2005
13	252.242-7003	APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS	DEC/1991
14	252.225-7027	RESTRICTION ON CONTINGENT FEES FOR FOREIGN MILITARY SALES	APR/2003

a) Except as provided in paragraph (b) of this clause, contingent fees, as defined in the Covenant Against Contingent Fees clause of this contract, are generally an allowable cost, provided the fees are paid to--

(1) A bona fide employee of the Contractor; or

(2) A bona fide established commercial or selling agency maintained by the Contractor for the purpose of securing business.

(b) For foreign military sales, unless the contingent fees have been identified and payment approved in writing by the foreign customer before contract award, the following contingent fees are unallowable under this contract:

(1) For sales to the Government(s) of Colombia ,contingent fees in any amount.

(2) For sales to Governments not listed in paragraph (b)(1) of this clause, contingent fees exceeding \$50,000 per foreign military sale case.

[End of Clause]

15	52.211-16	VARIATION IN QUANTITY	APR/1984
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(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

ZERO percent increase; and  
ZERO percent decrease.

This increase or decrease shall apply to THE TOTAL CONTRACTUAL QUANTITY.

[End of Clause]

16	52.212-4	CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS	SEP/2005
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(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in

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contract price. The Government must exercise its post-acceptance rights --

- (1) Within a reasonable time after the defect was discovered or should have been discovered; and
  - (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.
- (b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C.3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.
- (c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.
- (d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.
- (e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.
- (f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.
- (g) Invoice.
- (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include --
- (i) Name and address of the Contractor;
  - (ii) Invoice date and number;
  - (iii) Contract number, contract line item number and, if applicable, the order number;
  - (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
  - (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
  - (vi) Terms of any discount for prompt payment offered;
  - (vii) Name and address of official to whom payment is to be sent;
  - (viii) Name, title, and phone number of person to notify in event of defective invoice; and
  - (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
  - (x) Electronic funds transfer (EFT) banking information.
    - (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
    - (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration), or applicable agency procedures.

<p style="text-align: center;"><b>CONTINUATION SHEET</b></p>	<p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;">PIIN/SIIN W56HZV-06-P-0237      MOD/AMD</p>	<p style="text-align: center;"><b>Page 11 of 16</b></p>
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(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and OMB prompt payment regulations at 5 CFR part 1315. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts

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paragraphs of this clause.

- (3) The clause at 52.212-5.
  - (4) Addenda to this solicitation or contract, including any license agreements for computer software.
  - (5) Solicitation provisions if this is a solicitation.
  - (6) Other paragraphs of this clause.
  - (7) The Standard Form 1449.
  - (8) Other documents, exhibits, and attachments.
  - (9) The specification.
- (t) Central Contractor Registration (CCR).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2) (i) If a Contractor has legally changed its business name, ``doing business as'' name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the ``Suspension of Payment'' paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the ``Suspension of payment'' paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

[End of Clause]

JUN/2004

(a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions/clauses that appear "by reference", meaning only clause titles and regulation site are listed; their full texts can be found at the website <http://farsite.hill.af.mil/>

(b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: <http://www.ccr.gov/>. (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)

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(c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

Warren: [http://contracting.tacom.army.mil/awards\\_official.htm](http://contracting.tacom.army.mil/awards_official.htm)  
 Rock Island: <http://aaais.ria.army.mil/AAIS/AWDINFO/index.htm>  
 Picatinny: <http://procnet.pica.army.mil/Contracts/Index.htm>  
 Red River Army Depot: <http://www.redriver.army.mil/contracting/Awards>  
 Anniston Army Depot: <http://www.anadprocnet.army.mil>

(d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.

(1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".

(2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at <http://www.acq.osd.mil/ec/ecip/index.htm>. If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.

(e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Acceptable formats include:

- (1) Microsoft\* 2002 Office Products (TACOM can currently read Office 2002\* and lower.): Word, Excel, Powerpoint, or Access
- (2) 100 or 250 MEGABYTE ZIP\*-DISK, 3 1/2 INCH DISK, or 650 MEGABYTE CD ROM
- (3) E-MAIL (Maximum size of each e-mail message is be three and one-half (3.5) megabytes).

(4) Other electronic formats. Before submitting your data in any other electronic format, please e-mail the buyer identified on the face of the contract, with e-mail copy-furnished to [amsta-idq@tacom.army.mil](mailto:amsta-idq@tacom.army.mil), to obtain a decision as to the format's acceptability. This e-mail must be received by the buyer not later than ten calendar days before the required data submission date.

NOTE: The above formats may be submitted in compressed form using self-extracting files.

(f) Additional information can be obtained by sending a message to: [acqcenweb@tacom.army.mil](mailto:acqcenweb@tacom.army.mil) or by calling (586) 574-7059.

[End of Clause]

18            52.204-4009            MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION            MAR/2005  
                  (TACOM)

(a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the website:  
<http://contracting.tacom.army.mil/ebidnotice.htm>

(b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.

(c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).

(d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.

(e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]

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19            52.223-4000            ENVIRONMENTAL, SAFETY, AND ENERGY STANDARDS AND REGULATIONS            SEP/1978  
(TACOM)

(a) The contract price includes Contractor compliance with all federal vehicle emission, fuel economy, safety, and noise requirements and standards, hereinafter referred to as requirements, affecting the supplies to be delivered under this contract which, as of the time of bid opening in the case of sealed bidding, or as of the time for receipt of Best and Final Offers (BAFOs) in the case of a negotiated solicitation, were in effect or scheduled to become effective during the term of this contract.

(b) In the event any of these requirements are subsequently changed (i.e., altered, rescinded or postponed) and such changes have not been otherwise provided for prior to the award of this contract, and compliance is mandatory upon the Contractor, and such changes cause an increase or decrease in the cost of, or time required to perform the contract, Contractor compliance with these changes shall be subject to equitable adjustment.

(c) If any of these requirements are changed as described above, but compliance is optional on the part of the Contractor, the Contractor shall promptly notify the Government in writing and the Procuring Contracting Officer (PCO) shall have the right to decide whether the supplies yet to be accepted and delivered to the Government shall incorporate the optional changes. After receipt of this written notice the PCO shall provide timely written advice to the Contractor of the Government's decision and, if applicable, the effective date of such change(s). If the PCO's election constitutes a change which causes an increase or decrease in the cost of, or time required to perform this contract, Contractor compliance therewith shall be subject to equitable adjustment.

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20            52.246-4026            LOCAL ADDRESS FOR DD FORM 250            MAR/2005  
(TACOM)

(a) The contractor must provide a copy of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to the addresses given below, using either of the following methods:

(1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address:  
DD250@tacom.army.mil

If Wide Area Workflow (WAWF) is used, the .pdf format version of the Material Inspection and Receiving Report from WAWF will be submitted.

(2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number: (586) 574-7788 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract.

(b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.

(c) The DD250 form may be found, in three different formats, on the World Wide Web at  
<http://www.dtic.mil/whs/directives/infomgt/forms/forminfo/forminfo2126.html>

[End of Clause]

21            52.246-4040            INSPECTION AND ACCEPTANCE -- COUNT AND CONDITION            APR/2000  
(TACOM)

The Government will inspect the supplies described Section B of the contract. The inspection will be limited to count and condition only. This limited inspection does not waive any other rights of the Government under this contract.

[End of Clause]

22            52.247-4005            SHIPMENT OF SUPPLIES AND DETENTION OF CARRIER'S EQUIPMENT            AUG/2003  
(TACOM)

(a) Unless otherwise directed, shipment items under this contract in following order of priority:

(1) Government/Commercial Bills of Lading or US Postal Services;

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- (2) Prepaid Commercial Bill(s) of Lading with transportation charges entered as a separate item on the invoice; or
  - (3) As otherwise instructed when the contract prohibits use of Government funds for transportation costs.
- (b) The Contractor will request:
- (1) Government Bills of Lading and
  - (2) Routing and other instructions, including Defense Transportation Regulation (DTR), DOD Regulation 4500.9-R-Part 2 Cargo Movement, as to the methods of shipment to be followed by the Contractor, or
- (c) The Contractor and subcontractor(s) must allow prompt and convenient access of carrier's equipment to loading docks or platforms where the contract items supplies will be loaded. Any charges for detention of carrier's equipment shall be for the account of the Contractor, except when the detention is required or caused by the Government.

[End of Clause]



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LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Attachment 001	SPARE PARTS		001	